



SAN RAFAEL
THE CITY WITH A MISSION
established 1874

Agenda Item No: 4.e

Meeting Date: September 15, 2025

SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

**Prepared by: Grey Melgard, Senior Civil Engineer
April Miller,
Director of Public Works**

City Manager Approval:

TOPIC: TRANSPORTATION AUTHORITY OF MARIN SAFE PATHWAYS TO SCHOOLS FUNDING AGREEMENT

SUBJECT: RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE FUNDING AGREEMENT A-FY25-28 WITH THE TRANSPORTATION AUTHORITY OF MARIN AND THE CITY OF SAN RAFAEL, THEREBY AUTHORIZING THE RECEIPT OF AN ALLOCATION OF \$1,100,000 IN MEASURE AA FUNDING

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution, authorizing the City Manager to execute a Funding Agreement with the Transportation Authority of Marin (TAM) in the amount of \$1,100,000 to be utilized for the applied projects.

BACKGROUND:

Marin County voters approved the authorization of Measure AA at the General Elections held on November 6, 2018, thereby authorizing that the Transportation Authority of Marin (TAM) be given the responsibility to administer the proceeds from a one-half cent transaction and use tax (Measure AA). These measures authorize TAM to administer Measure AA for public right-of-way, multi-modal transportation projects identified by local agency public works directors and approved by their governing bodies.

In September 2024, TAM issued the fifth cycle of grant funding for the Safe Pathways to Schools Program, which supports capital projects aimed at making physical improvements to enhance the safety of school trips utilizing Measure AA funding. The City of San Rafael submitted a total of four applications for projects in alignment with the grant requirements.

In April 2025, the City was notified that all four project applications were selected for funding. The City must approve a TAM funding agreement, specifically Agreement A-FY25-28, to release the Measure AA funds described above in the total amount of \$1,100,000.

ANALYSIS:

With Council's approval, the current funding agreement will utilize the \$1,100,000 allocation for the following projects:

1. Rafael Meadows Pathway/South Merrydale Road Civic Center Connector Project

- a. The project will connect the physically isolated Rafael Meadows neighborhood on the west

FOR CITY CLERK ONLY

Council Meeting:

Disposition:

side of the US-101 freeway to key destinations, including schools, the Marin Civic Center, SMART train station, retail, employment, and open spaces. By installing a new multi-use pathway along a freeway rail underpass, the project fills a critical gap in the existing network and will provide the only facility accessible to people of all ages and abilities who walk, bike, and use other non-motorized modes traveling between Rafael Meadows across US-101.

- b. Total Project Cost: \$3,376,000, Total Measure AA Received: \$450,000

2. Woodland Avenue Safe Routes Project

- a. The project will address a gap in the sidewalk west of the Woodland Avenue and Irwin Street intersection, improve the existing bike path, and refine the striping and intersections along Woodland Avenue.
- b. Total Project Cost: \$591,000, Total Measure AA Received: \$450,000

3. Nova Albion Bikeway and Pathway Gap Closure

- a. Improvements include the installation of a two-way buffered bikeway (“cycle track”) consisting of two bike lanes and a striped buffer on the west side of Nova Albion Way. Additional upgrades include adding high-visibility ladder crosswalk markings and realigning roadway striping and removing parking spaces along the west side of Nova Albion Way to support the addition of the new cycle track and create a more secure travel path for both bicyclists and pedestrians.
- b. Total Project Cost: \$109,000, Total Measure AA Received: \$100,000

4. Fifth Avenue and California Avenue Intersection Improvements

- a. Improvements include closing a sidewalk gap, adding curb extensions, installing green-backed sharrows, and placing a speed hump at the intersection of Fifth Avenue and California Avenue, a key route to Sun Valley Elementary School.
- b. Total Project Cost: \$154,000, Total Measure AA Received: \$100,000

FISCAL IMPACT:

This agreement provides \$1,100,000 in Measure AA funds to be used for the projects described above. This funding was included in the fiscal year (FY) 2025-2026 budget approved by the City Council on June 2, 2025, as part of the Capital Improvement Program (CIP) budget for Projects #1, #3, and #4. Project #2 was projected to be included in the FY 2026-2027 Budget as part of the CIP budget and will be appropriated with the acceptance of next year’s budget.

OPTIONS:

The City Council has the following options to consider relating to this item:

- 1. Adopt a resolution as presented.
- 2. Do not adopt the resolution. This option would result in the City of San Rafael being unable to receive the funds from TAM for project use.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt the attached Resolution, authorizing the City Manager to execute a Funding Agreement with the Transportation Authority of Marin (TAM) in the amount of \$1,100,000 to be utilized for the applied projects.

ATTACHMENTS:

- 1. Resolution
- 2. A-FY25-28 Funding Agreement

RESOLUTION NO.

RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE FUNDING AGREEMENT A-FY25-28 WITH THE TRANSPORTATION AUTHORITY OF MARIN AND THE CITY OF SAN RAFAEL, THEREBY AUTHORIZING THE RECEIPT OF AN ALLOCATION OF \$1,100,000 IN MEASURE AA FUNDING

WHEREAS, Marin County voters approved the authorization of Measure AA at the General Elections held on November 6, 2018, thereby authorizing that the Transportation Authority of Marin (TAM) be given the responsibility to administer the proceeds from a one-half cent transaction and use tax (Measure AA); and

WHEREAS, in September 2024, TAM issued a Fifth Cycle of grant funding for the Safe Pathways to Schools Program, which supports capital projects aimed at making physical improvements to enhance the safety of school trips utilizing Measure AA funding; and

WHEREAS, the City of San Rafael has been proactive and applied for the Safe Pathways to Schools Program grant funding; and

WHEREAS, in April 2025, the Transportation Authority of Marin (TAM) approved four grant applications by the City of San Rafael under the Fifth Cycle Safe Pathways to Schools Call for Projects funded by Measure AA; and

WHEREAS, Measures AA proceeds will be used to pay for the Rafael Meadows Pathway/South Merrydale Road Civic Center Connector Project, the Woodland Avenue Safe Routes Project, the Nova Albion Bikeway and Pathway Gap Closure Project, and the Fifth Avenue and California Avenue Intersection Improvements Project; and

WHEREAS, TAM has requested that the City approve Funding Agreement A-FY25-28 to release the City of San Rafael's allocation of \$1,100,000 in Measure AA funds; and

WHEREAS, appropriations of funding for the Rafael Meadows Pathway/South Merrydale Road Civic Center Connector Project, the Nova Albion Bikeway and Pathway Gap Closure Project, and the Fifth Avenue and California Avenue Intersection Improvements Project were included in the fiscal year (FY) 2025-2026 Budget approved by the City Council on June 2, 2025, as part of the Capital improvement Program budget; and

WHEREAS, appropriations of funding for the Woodland Avenue Safe Routes Project were projected to be included in the FY 2026-2027 Budget as part of the Capital Improvement Program budget and will be appropriated with the acceptance of next year's budget.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of San Rafael, that the City Manager is hereby authorized to execute a funding agreement with the Transportation Authority of Marin for the Fifth Cycle Safe Pathways to Schools Projects included as Attachment 2 to the Staff Report.

I, **LINDSAY LARA**, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of the City of San Rafael, held on Monday, the 15th day of September 2025, by the following vote, to wit:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:

Lindsay Lara, City Clerk

TAM AGREEMENT A-FY25-28

FUNDING AGREEMENT BETWEEN TRANSPORTATION AUTHORITY OF MARIN AND CITY OF SAN RAFAEL

This AGREEMENT is made on date referenced on page 7, by and between the Transportation Authority of Marin, hereinafter referred to as "TAM," a local public agency, and the City of San Rafael, hereinafter referred to as "RECIPIENT," a local public agency.

SECTION 1. RECITALS

1. The voters of Marin County approved the authorization of Measure AA at General Elections held on November 6, 2018 thereby authorizing that TAM be given the responsibility to administer the proceeds from a one-half cent transaction and use tax.
2. The Measure AA Strategic Plan was developed to provide guidance on implementing the Measure AA Expenditure Plan.
3. The Measure AA Strategic Plan programs Measure AA funds over a 30-year period to the four categories listed in the Expenditure Plan, including Category 2.2 for large safe pathway projects and Category 3.3 for small safe pathway projects.
4. Safe Pathways to Schools Projects are capital projects aimed at making physical improvements to enhance the safety of school trips.
5. Four cycles of Safe Pathway funding were allocated in 2007, 2010, 2015, and 2020.
6. TAM issued a Fifth Cycle Safe Pathway Call for Projects and received small and large applications for funding.
7. The applications were evaluated in accordance to the Measure AA Expenditure Plan with the assistance of an Evaluation Committee and the Marin Public Works Association (MPWA).
8. The recommended small and large projects were approved for funding by the TAM Board on March 27, 2025.

SECTION 2. PURPOSE OF FUNDING AGREEMENT

This AGREEMENT is entered into by and between TAM and RECIPIENT to document the funding conditions necessary for the RECIPIENT to comply with applicable law and TAM policies. This AGREEMENT consists of additional documents stated in these sections as being attached hereto and incorporated in the AGREEMENT by reference.

SECTION 3. PROJECT DEFINITION AND SCOPE

This AGREEMENT, approved by TAM Board Action on March 27, 2025, in accordance with the requirements of TAM's Measure AA Expenditure Plan and Strategic Plan, is made for the

funding of the following projects (“PROJECTS”) identified in the RECIPIENT’s Safe Pathway Project Information Sheets (Attached):

- **Rafael Meadows Pathway/South Merrydale Road Civic Center Connector Project**
- **Woodland Avenue Safe Routes Project**
- **Nova Albion Bikeway and Pathway Gap Closure**
- **Fifth Avenue and California Avenue Intersection Improvements**

Additional information on project scopes are included in the Safe Pathway Project Information Sheets, referenced as Exhibit A.

SECTION 4. GRANT

TAM hereby grants to the RECIPIENT the sum of \$1,100,000.00 in Measure AA funds (“FUNDS”) as designated in Resolution No. 2025-01, approved March 27, 2025, which is included in this AGREEMENT by reference as Exhibit B.

FUNDS allocated to one project scope cannot be used on another project scope in this AGREEMENT.

SECTION 5. COST ELIGIBILITY

Cost eligibility shall be determined by TAM’s Strategic Plan policies. All costs incurred by RECIPIENT prior to the date of March 27, 2025 shall be ineligible for reimbursement by TAM.

While the costs of PROJECTS shall be eligible for reimbursement in accordance with the terms of this AGREEMENT, the timing and amount of reimbursement will be subject to a reimbursement schedule identified in Exhibit A, based on available revenues, other anticipated project requests, and project category and subcategory limits established in the Strategic Plan and Expenditure Plan. Any waiver of cost eligibility policies must be included in RECIPIENT’s Safe Pathway Project Information Sheets approved by TAM.

SECTION 6. BUDGET AND SCOPE

RECIPIENT shall maintain a project or program budget. RECIPIENT shall carry out the project and shall incur obligations against and make disbursements of the grant in conformity with TAM’s requirements and the budget. The project or program budget may be revised from time to time through the submission of a revised budget to TAM.

RECIPIENT may not make any changes to the scope of the PROJECTS without prior written approval of TAM. Approval by TAM of a change of scope shall not constitute an increase in the grant amount unless additional funds are specifically provided.

SECTION 7. PROJECT MANAGEMENT

RECIPIENT shall be responsible for the project and provide management of consultant and contractor activities for which RECIPIENT contracts, including responsibility for schedule, scope, and budget, consistent with TAM’s resolution allocating the grant unless otherwise agreed upon in writing.

SECTION 8. PROJECT OVERSIGHT

RECIPIENT shall cooperate with TAM's project management team and shall provide any requested PROJECTS information.

SECTION 9. ATTRIBUTION AND SIGNAGE

If any portion of grant FUNDS is used for production of reports, acknowledgment of the TAM's role in funding PROJECTS shall be included in the documents. If any portion of grant FUNDS is used for construction, RECIPIENT shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign at the construction site identifying Measure AA Local Transportation Sales Tax Funds and TAM (e.g., TAM and RECIPIENT's logos – "Your Measure AA Sales Tax Dollars at Work").

For non-construction capital purchases funded by any portion of grant FUNDS, RECIPIENT shall affix permanent signage identifying TAM and the Sales Tax Funds as a funding source. RECIPIENT shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of reimbursement for project expenses.

SECTION 10. PRESS RELEASES

RECIPIENT shall notify TAM in advance of any press releases about project activities, particularly groundbreakings and ribbon cuttings, in connection with grant FUNDS expended pursuant to this AGREEMENT.

SECTION 11. COMPLIANCE WITH LAW

In the performance of its obligations pursuant to this AGREEMENT, RECIPIENT shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this AGREEMENT, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

SECTION 12. ENVIRONMENTAL COMPLIANCE

RECIPIENT shall undertake all environmental mitigation measures that may be identified as commitments in applicable documents (such as environmental assessments, environmental impact statements and reports, and memoranda of agreement) and comply with any conditions imposed as a part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in this AGREEMENT by reference. Recipient shall be responsible for obtaining all necessary environmental permits for performance of work.

SECTION 13. FINANCES

All costs charged to PROJECTS shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges and the basis for the percentage charged to TAM.

SECTION 14. RECORDS

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to PROJECTS shall be maintained by RECIPIENT for a period of three (3) years after the later of project closeout or termination of

grant. Such project documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the PROJECTS.

SECTION 15. REIMBURSEMENTS

Payment shall be made by TAM for costs reimbursable under the terms of this AGREEMENT and incurred prior to the termination date of this AGREEMENT. Payment to RECIPIENT of the grant shall be upon written approval by TAM, upon submittal by RECIPIENT of appropriate support documentation and identification of expenses incurred.

Reimbursements shall not exceed the schedule shown in the Reimbursement Schedule identified in Exhibit A. RECIPIENT may make a request for exceptions in writing. Exceptions may be made at the sole discretion of TAM.

Each reimbursement request shall include RECIPIENT'S certification that the amounts sought are only for project elements included in Exhibit A, and that RECIPIENT is in compliance with TAM's requirements mentioned in this AGREEMENT.

SECTION 16. ELIGIBLE EXPENSES

RECIPIENT shall expend FUNDS only on eligible expenses as follows: operating costs, direct staff time (salary and benefits), consultants; right of way engineering and acquisition costs (including permitting) and competitively bid construction contracts. Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense. FUNDS shall also be expended according to the applicable provisions of the Expenditure Plan and of the Public Utilities Code Section 180000 et seq.

SECTION 17. AUDITS

TAM reserves the right at any time to conduct or require a financial or performance audit of the RECIPIENT'S compliance with this AGREEMENT. TAM will give advance notice of the requirement. RECIPIENT shall permit TAM, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the PROJECTS, and to audit the books, records, and accounts of the RECIPIENT and its contractors with regard to the PROJECTS.

SECTION 18. THIRD PARTY CONTRACT AUDITS

TAM reserves the right to request an audit of other third-party contracts for any reason. If RECIPIENT is subject to third party financial audit requirements imposed by another funding source, copies of audits performed in fulfillment of such requirements shall be provided to the TAM.

SECTION 19. CLOSEOUT PROCEDURES AND PROJECT CLOSEOUT REPORT

Project closeout occurs either when TAM notifies RECIPIENT of the project closeout or forwards to RECIPIENT the final grant payment. RECIPIENT shall provide to TAM with a Project Closeout Report as shown in Exhibit C with the final reimbursement request.

Upon request by TAM or discovery by RECIPIENT, after the project completion date or termination by TAM, RECIPIENT shall submit a certified financial statement identifying all

ineligible expenditures, which the RECIPIENT shall be required to refund, as well as third party audit reports, as applicable. Project closeout shall not terminate any continuing obligations imposed on the RECIPIENT by this AGREEMENT. Final reimbursement will be in accordance with TAM policies and procedures. RECIPIENT shall provide supporting documentation for expenditures and revenues from its accounting and financial management system.

SECTION 20. REPAYMENT OF INELIGIBLE COSTS

TAM reserves the right to offset RECIPIENT payback of ineligible costs against future grant approvals for these PROJECTS or other projects in the Expenditure Plan for which RECIPIENT is the sponsoring agency.

SECTION 21. RIGHT TO WITHHOLD

If a Project Closeout Report is not provided to TAM by the project closeout date and/or such items are found not to be in compliance with this AGREEMENT, Public Utilities Code Section 180000 et seq., the ballot measure or the Strategic Plan, TAM may withhold FUNDS from RECIPIENT until RECIPIENT has corrected any noted deficiencies to TAM's satisfaction. While FUNDS are being so withheld all interest on withheld FUNDS shall be retained by TAM as an administrative fee.

SECTION 22. RESCISSION OF AUTHORIZATION OF FUNDS

TAM reserves the right to rescind its authorization of that portion of the grant FUNDS that are unneeded prior to, or at the time of, project closeout. FUNDS are determined to be unneeded if they are uncommitted at time of project closeout. Uncommitted funds are FUNDS that have been authorized but are in excess of that total eligible costs incurred by RECIPIENT.

SECTION 23. TERMINATION FOR CAUSE

Except as provided by Section 24 below, RECIPIENT agrees that, upon ten (10) working days written notice, TAM may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT. Any failure to make reasonable progress, inconsistency with the Expenditure Plan or Measure AA Sales Tax Program Safe Pathway Project Information Sheets, unauthorized use of grant FUNDS as specified in this AGREEMENT, or other violation of the AGREEMENT that significantly endangers substantial performance of the PROJECTS shall be deemed to be a breach of this AGREEMENT and cause for termination. Upon mutual consent, RECIPIENT will repay TAM any unexpended FUNDS already distributed.

SECTION 24. CORRECTION OF BREACH

Notwithstanding the provision of Section 23 above, with respect to any breach, which is reasonably capable of being cured, RECIPIENT shall have thirty (30) days from the date of notice of breach to initiate steps to cure. If RECIPIENT diligently pursues cure, such RECIPIENT shall be allowed a reasonable time to cure or by a time established in writing by TAM.

SECTION 25. LIABILITY

Neither TAM nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT under or in connection with any work, authority, or jurisdiction delegated to RECIPIENT under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, RECIPIENT shall fully defend, indemnify and hold TAM harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT under or in connection with any work, or jurisdiction delegated to RECIPIENT under this AGREEMENT.

Neither RECIPIENT nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAM under or in connection with any work, authority, or jurisdiction delegated to TAM under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, TAM shall fully defend, indemnify and hold RECIPIENT harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring in by reason of anything done or omitted to be done by TAM under or in connection with any work, authority, or jurisdiction delegated to TAM under this AGREEMENT.

In the event of concurrent negligence of RECIPIENT and TAM, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

SECTION 26. OBLIGATIONS

TAM agrees that any eligible cost incurred by RECIPIENT prior to the termination of this AGREEMENT shall be reimbursed to the extent that such costs could not be avoided by RECIPIENT upon receipt of notice of termination.

SECTION 27. INTEGRATION

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

SECTION 28. AMENDMENT

Except as otherwise provided herein, this AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

SECTION 29. INDEPENDENT AGENCY

RECIPIENT performs the terms and conditions of this AGREEMENT as an entity independent of TAM. None of RECIPIENT'S agents or employees shall be agents or employees of TAM.

SECTION 30. ASSIGNMENT

The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

SECTION 31. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of TAM or RECIPIENT as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

SECTION 32. EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this AGREEMENT and the transactions hereby contemplated. RECIPIENT may not use grant FUNDS, or other TAM programmed funds, for the aforementioned purpose.

SECTION 33. SEVERABILITY

Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

SECTION 34. EXHIBIT

The following Exhibits are hereby made part of this AGREEMENT:

1. EXHIBIT A: Safe Pathway Project Information Sheets
2. EXHIBIT B: TAM Resolution 2025-01
3. EXHIBIT C: Project Closeout Report

35. ACCEPTANCE OF GRANT

RECIPIENT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept TAM's grant and agrees to all of the terms and conditions of this AGREEMENT. The parties have executed this AGREEMENT as of the date first written above.

City of San Rafael:

Transportation Authority of Marin (TAM):

By: _____

By: _____

Anne Richman, Executive Director

Cristine Alilovich

Print Name

Date

City Manager

Print Title

Approved as to form (optional):

By: _____
City of San Rafael, Attorney

Print Name

Exhibit A

Safe Pathway Project Information Sheet

Project 1 of 4

1. Application Information

Responsible Agency: City of San Rafael
Contact Person: April Miller
Phone: 415-485-3355
E-Mail: april.miller@cityofsanrafael.org

2. Project Information

Project Name: Rafael Meadows Safe Crossing Pathway Project/ South Merrydale Road Civic Center Connector Project

Brief Project Description: This Project will connect the physically isolated Rafael Meadows neighborhood on the west side of the US-101 freeway to key destinations, including schools, the Marin Civic Center, SMART train station, retail, employment, and open spaces. By installing a new multi-use pathway along a freeway rail underpass, the Project fills a critical gap in the existing network and will provide the only facility accessible to all ages and abilities of people walking, biking, and using other non-motorized modes traveling between Rafael Meadows across US-101.

Brief Description of Project Location: The Project is located in northern San Rafael, a city in California's Marin County. The Rafael Meadows neighborhood is bordered by SMART train tracks to the northwest, west, and south; North San Pedro Road to the southeast; and US Highway 101 to the east.

Targeted School(s):

School Name (add line(s) if needed)	School District	Does this project serve a Title 1 school? (yes/no) *	Approximate Enrollment
Venetia Valley K-8	San Rafael City	Yes	771

* reference to Title 1 Schools - <https://www.ed-data.org/>

3. Cost Estimate Breakdown and Schedule

Project Phase	Cost	Schedule		Status
	Phase Total (nearest 1000's)	Begin (Mo/Yr)	End (Mo/Yr)	% of complete
Environmental Studies and Permits (ENV)	\$189,000	7/2025	3/2026	0%
Final Design (PS&E)	\$472,000	3/2026	3/2027	0%
Right of Way Acquisition (ROW)	\$283,000	10/2026	3/2027	0%
Construction (CON)	\$1,954,000	4/2027	4/2028	0%
Contingency (no more than 10% of the total construction cost)	\$195,000	4/2027	4/2028	0%
Construction Management	\$283,000	4/2027	4/2028	0%
Total Project Cost	\$3,376,000			

4. Measure AA Large Safe Pathway Funds Requested

	Phase(s)	Requested Amount (nearest 1000's)
Measure AA Funds	ENV and PS&E	\$450,000
Total Measure AA Requested		\$450,000

5. Other Programmed Funding

Source (list specific names of other funding)	Phase	Fiscal Year	Status of funds (pending or secured)	Programmed Amount
TAM Measure B	ENV and PS&E	2024/2025	Secured	\$742,228
Total Funds Programmed				\$742,228

6. Measure AA Reimbursement Schedule

Agency may proceed with project and incur costs any time after March 27, 2025, but maximum payments on reimbursement requests will be remitted by TAM in accordance to the below table. Funds not requested for reimbursement in an assigned fiscal year will be made available for reimbursement the following fiscal year and thereafter. Agency may request reimbursement earlier than scheduled and may be approved by TAM on a case-by-case basis.

FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/28
	\$450,000			

Exhibit A

Safe Pathway Project Information Sheet

Project 2 of 4

1. Application Information

Responsible Agency: City of San Rafael
Contact Person: April Miller
Phone: 415-485-3355
E-Mail: april.miller@cityofsanrafael.org

2. Project Information

Project Name: Woodland Ave Safe Routes Project

Brief Project Description: This Project aims to enhance a key route for pedestrians and bicyclists traveling to Laurel Dell Elementary and James B. Davidson Middle School. The Project will address a gap in the sidewalk west of the Woodland Avenue and Irwin Street intersection, improve the existing bike path, and refine the striping and intersections along Woodland Avenue. The sidewalk upgrade includes the installation of a new sidewalk, curb, and gutter, providing a continuous pedestrian pathway. To close the bike path gap, sharrows will be added and refreshed along Woodland Avenue. Intersection improvements will include the installation of new ADA-compliant curb ramps at the Woodland Avenue and Irwin Street corners. Additionally, high-visibility crosswalks, stop bars, and stencils will be added or refreshed, and new yield lines will be installed. The project will also introduce custom "No Parking" signs, school crosswalk warning signs (SW24-2), and a new speed limit sign. Lastly, the project will add and refresh red curb paint in accordance with Assembly Bill 413, signed by the Governor on October 10, 2023. This bill prohibits parking, standing, or stopping within 20 feet of any marked or unmarked crosswalk's approach side.

Brief Description of Project Location: The Project is located in San Rafael, a city in California's Marin County. The Project extends are along the intersection of Woodland Avenue and Lindaro Street to the intersection of Woodland Avenue and Irwin Street. Laurel Dell Elementary School and James B Davidson Middle School are located along Woodland Avenue within the Project limits.

Targeted School(s):

School Name (add line(s) if needed)	School District	Does this project serve a Title 1 school? (yes/no) *	Approximate Enrollment
Laurel Dell Elementary School (K-5)	San Rafael City Schools	Yes	280
James B Davidson Middle School	San Rafael City Schools	Yes	1,040

* reference to Title 1 Schools - <https://www.ed-data.org/>

3. Cost Estimate Breakdown and Schedule

Project Phase	Cost	Schedule		Status
	Phase Total (nearest 1000's)	Begin (Mo/Yr)	End (Mo/Yr)	% of phase complete
Environmental Studies and Permits (ENV)	\$44,000	July 2025	August 2025	0%
Final Design (PS&E)	\$66,000	August 2025	Nov 2025	0%
Right of Way Acquisition (ROW)	\$25,000	Oct 2025	Jan 2026	0%
Construction (CON)	\$374,000	Jan 2026	May 2026	0%
Contingency (no more than 10% of the total construction cost)	\$37,000	Jan 2026	May 2026	0%
Construction Engineering (CE)	\$44,000	Jan 2026	May 2026	0%
Total Project Cost	\$591,000			

4. Measure AA Large Safe Pathway Funds Requested

	Phase(s)	Requested Amount (nearest 1000's)
Measure AA Funds	Construction	\$411,000
Measure AA Funds	PS&E	\$39,000
Total Measure AA Requested		\$450,000

5. Other Programmed Funding

Source (list specific names of other funding)	Phase	Fiscal Year	Status of funds (pending or secured)	Programmed Amount
City Local Funds	ENV, PS&E, CON, CE	2025/2026	Pending	\$141,000
Total Funds Programmed				\$141,000

6. Measure AA Reimbursement Schedule

Agency may proceed with project and incur costs any time after March 27, 2025, but maximum payments on reimbursement requests will be remitted by TAM in accordance to the below table. Funds not requested for reimbursement in an assigned fiscal year will be made available for reimbursement the following fiscal year and thereafter. Agency may request reimbursement earlier than scheduled and may be approved by TAM on a case-by-case basis.

FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/28
\$39,0000		\$411,000		

Exhibit A

Safe Pathway Project Information Sheet

Project 3 of 4

1. Application Information

Responsible Agency: City of San Rafael
Contact Person: April Miller
Phone: 415-485-3355
E-Mail: april.miller@cityofsanrafael.org

2. Project Information

Project Name: Nova Albion Bikeway and Pathway Gap Closure

Brief Project Description: The Project improvements include the installation of a two-way buffered bikeway ("cycle track") consisting of two bike lanes and a striped buffer on the west side of Nova Albion Way. This new cycle track will complete the gap to the existing pathway and cycle track at Terra Linda High School. Additional upgrades include adding high visibility ladder crosswalk markings and realigning roadway striping and removing parking spaces along the west side Nova Albion Way to support the addition of the new cycle track and create a more secure travel path for both bicyclists and pedestrians.

Brief Description of Project Location: The Project is located in San Rafael, a city in California's Marin County. The Project extents are along Nova Albion Way between the intersection of Nova Albion Way and Montecillo Road and the intersection of Nova Albion Way and Esmeyer Road.

Targeted School(s):

School Name (add line(s) if needed)	School District	Does this project serve a Title 1 school? (yes/no) *	Approximate Enrollment
Terra Linda High School	San Rafael City High	No	1,205
Vallecito Elementary School	Miller Creek Elementary	Yes	412
Mark Day School	Private	No	380

* reference to Title 1 Schools - <https://www.ed-data.org/>

3. Cost Estimate Breakdown and Schedule

Project Phase	Cost	Schedule		Status
	Phase Total (nearest 1000's)	Begin (Mo/Yr)	End (Mo/Yr)	% of phase complete
Environmental Studies and Permits (ENV)	\$4,000	4/2025	6/2025	0%
Final Design (PS&E)	\$16,000	5/2025	7/2025	0%
Right of Way Acquisition (ROW)	\$4,000	4/2025	7/2025	0%

Construction (CON)	\$70,000	8/2025	10/2025	0%
Contingency (no more than 10% of the total construction cost)	\$7,000	8/2025	10/2025	0%
Construction Engineering (CE)	\$8,000	8/2025	10/2025	0%
Total Project Cost	\$109,000			0%

4. Measure AA Small Safe Pathway Funds Requested

	Phase(s)	Requested Amount (nearest 1000's)
Measure AA Funds	CON/CE	\$85,000
Measure AA Funds	PS&E	\$15,000
Total Measure AA Requested		\$100,000

5. Other Programmed Funding

Source (list specific names of other funding)	Phase	Fiscal Year	Status of funds (pending or secured)	Programmed Amount
City Local Funds	ENV, PS&E, CON, CE	2025/2026	Pending	\$9,000
Total Funds Programmed				\$9,000

6. Measure AA Reimbursement Schedule

Agency may proceed with project and incur costs any time after March 27, 2025, but maximum payments on reimbursement requests will be remitted by TAM in accordance to the below table. Funds not requested for reimbursement in an assigned fiscal year will be made available for reimbursement the following fiscal year and thereafter. Agency may request reimbursement earlier than scheduled and may be approved by TAM on a case-by-case basis.

FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/28
\$100,000				

Exhibit A

Safe Pathway Project Information Sheet

Project 4 of 4

1. Application Information

Responsible Agency: City of San Rafael
Contact Person: April Miller
Phone: 415-485-3355
E-Mail: april.miller@cityofsanrafael.org

2. Project Information

Project Name: Fifth Avenue and California Avenue Intersection Improvements

Brief Project Description: The Project improvements include closing a sidewalk gap, adding curb extensions, installing green-backed sharrows, and placing a speed hump at the intersection of Fifth Avenue and California Avenue, a key route to Sun Valley Elementary School. These enhancements will create a safer intersection for both bicyclists and pedestrians traveling to Sun Valley Elementary School.

Brief Description of Project Location: The Project is located in San Rafael, a city in Marin County, California. The intersection of Fifth Avenue and California Avenue is a key connection for those traveling to and from Sun Valley Elementary School, which is located a quarter mile down Fifth Avenue from the intersection.

Targeted School(s):

School Name (add line(s) if needed)	School District	Does this project serve a Title 1 school? (yes/no) *	Approximate Enrollment
Sun Valley Elementary School	San Rafael City Elementary	No	509

* reference to Title 1 Schools - <https://www.ed-data.org/>

3. Cost Estimate Breakdown and Schedule

Project Phase	Cost	Schedule		Status
	Phase Total (nearest 1000's)	Begin (Mo/Yr)	End (Mo/Yr)	% of phase complete
Environmental Studies and Permits (ENV)	<\$1,000	3/2025	3/2025	0%
Final Design (PS&E)	\$22,000	3/2025	6/2025	0%
Right of Way Acquisition (ROW)	\$2,000	3/2025	4/2025	0%
Construction (CON)	\$113,000	7/2025	2/2026	0%
Contingency (no more than 10% of the total construction cost)	\$11,000	7/2025	2/2026	0%
Construction Engineering (CE)	\$5,000	7/2025	2/2026	0%
Total Project Cost	\$154,000			

4. Measure AA Small Safe Pathway Funds Requested

	Phase(s)	Requested Amount (nearest 1000's)
Measure AA Funds	PS&E	\$20,000
Measure AA Funds	CON	\$80,000
Total Measure AA Requested		\$100,000

5. Other Programmed Funding

Source (list specific names of other funding)	Phase	Fiscal Year	Status of funds (pending or secured)	Programmed Amount
City Local Funds	CON	2025/2026	Pending	\$54,000
Total Funds Programmed				

6. Measure AA Reimbursement Schedule

Agency may proceed with project and incur costs any time after March 27, 2025, but maximum payments on reimbursement requests will be remitted by TAM in accordance to the below table. Funds not requested for reimbursement in an assigned fiscal year will be made available for reimbursement the following fiscal year and thereafter. Agency may request reimbursement earlier than scheduled and may be approved by TAM on a case-by-case basis.

FY 24/25	FY 25/26	FY 26/27	FY 27/28	FY 28/28
\$100,000				

Exhibit B

TAM RESOLUTION NO. 2025-01

RESOLUTION OF THE TRANSPORTATION AUTHORITY OF MARIN FOR THE ALLOCATIONS OF \$5,997,999 IN MEASURE AA, CATEGORY 2.2, FUNDS TO 11 AGENCIES AND \$1,565,000 IN MEASURE AA, CATEGORY 3.3, FUNDS TO EIGHT AGENCIES FOR THE FIFTH CYCLE OF SAFE PATHWAYS TO SCHOOL PROJECTS

WHEREAS, The voters of Marin County approved the authorization of Measure AA at General Elections held on November 6, 2018 thereby authorizing that TAM be given the responsibility to administer the proceeds from a one-half cent transaction and use tax; and

WHEREAS, TAM has developed a Measure AA Strategic Plan to provide guidance on implementing the Measure AA Expenditure Plan; and

WHEREAS, The Measure AA Strategic Plan programs Measure AA funds over a 30-year period to the four categories listed in the Expenditure Plan, including Categories 2.2 and 3.3 for large and small projects, respectively, under the Safe Pathways to School Program; and

WHEREAS, Safe Pathways to School Projects are capital projects aimed at making physical improvements to enhance the safety of non-motorized school trips; and

WHEREAS, Public Works Directors and school officials have been encouraged to submit applications for projects identified in Safe Routes Plans when funding are available; and

WHEREAS, In four previous cycles of funding, TAM programmed \$13.254 million to 80 Safe Pathway projects; and

WHEREAS, The Fifth Cycle Safe Pathway Call for Projects with projected funds from FY24/25 to FY28/29 was issued in September 2024; and

WHEREAS, TAM received a total of 33 applications (19 small project applications and 14 large applications) from 12 agencies for more than \$7.5 million in total requests by the December 2024 deadline; and

WHEREAS, An Evaluation Committee was formed to evaluate the applications based on the criteria that include safety, gap closure, impacts on schools and communities, equity, usage and enrollment at targeted schools, local match funds, local bicycle and pedestrian plan, Local Road Safety Plan, transit concurrence, and prior uncompleted Safe Pathway projects; and

WHEREAS, The Evaluation Committee recommended funding all 19 small project applications and moving the excess funds of \$381,000 to help fund a large project application; and

WHEREAS, Staff concurred with the Evaluation Committee on the recommendation to fund all 19 small project applications and moving the excess funds of \$381,000 to help fund a large project application; and

WHEREAS, The Evaluation Committee further recommended funding the first priority project application of each applicant for a total of 11 large project applications, leaving three large project applications unfunded; and

WHEREAS, Staff instead recommended funding all 14 large project applications by using \$716,000 from FY29/30 Category 2.2 revenue to defray the difference needed; and

WHEREAS, Staff presented its recommendations to the Marin Public Works Association (MPWA) and members of the Evaluation Committee; and

WHEREAS, MPWA and members of the Evaluation Committee supported staff's recommendations; and

WHEREAS, Staff presented the following recommended projects and funding amounts to the TAM Funding, Programs & Legislation (FPL) Executive Committee for approval; and

Approved Small Projects		
Agency	Project Name	Approved Amount
Fairfax	Refresh Bike Spine Green Backed Bicycle Route Sharrow Street Markings	\$45,000
Fairfax	Marinda Drive/Sir Francis Drake Blvd School Crossing Improvements	\$100,000
Larkspur	Doherty Drive Bike Lane Buffer Enhancements	\$86,000
Marin County	Unincorporated Marin County School Zones (District 1)	\$65,000
Marin County	Unincorporated Marin County School Zones (Districts 2-5)	\$76,000
Mill Valley	Nelson – Matilda Pedestrian Crossing	\$100,000
Mill Valley	Kipling/Roque Moraes Pedestrian Crossing	\$100,000
Mill Valley	Elm Avenue Sidewalk Gap	\$100,000
Ross	Allen Avenue Pedestrian Pathway Project	\$100,000
Ross	Laurel Grove Safe Pathways Project Phase IIIA	\$100,000
Ross	Laurel Grove Safe Pathways Project Phase IIIB	\$100,000
Ross	Shady Lane Pedestrian Pathway Gap Closure Project	\$100,000
San Anselmo	Santa Cruz Ave Sidewalk Gap Closure	\$50,000
San Anselmo	Woodland Ave Sidewalk Gap Closure	\$38,000
San Anselmo	Brookmead Place Sidewalk Gap Closure	\$45,000
San Anselmo	Sycamore Ave Sidewalk Gap Closure	\$60,000
San Rafael	Nova Albion Bikeway and Pathway Gap Closure	\$100,000
San Rafael	Fifth Avenue and California Avenue Intersection Improvements	\$100,000
Sausalito	Safe Pathways to School Tomales Street	\$100,000
		\$1,565,000

Approved Large Projects		
Agency	Project	Approved Amount
Corte Madera	Lucky Drive Multimodal Improvements	\$450,000
Fairfax	Glen/Sir Francis Drake Traffic Signal Supporting White Hill Middle School	\$450,000
Larkspur	Magnolia Avenue/ Post Street Central Pathway Gap Closure	\$415,000
Marin County	Ricardo Lane Sidewalk and Intersection Improvements (Strawberry)	\$450,000
Mill Valley	Hamilton Drive/Shelter Bay Avenue Safe Routes	\$450,000
Miller Creek School District	Vallecito-Mark Day School Pathway	\$450,000
Novato	Sutro Avenue Sidewalk Gap Closure	\$450,000
Novato	Quick-Build Improvements at Various Intersections	\$182,000
San Anselmo	Brookside Elementary School Sidewalk Gap Closure Project – Phase 2	\$450,000
San Anselmo	Brookside Elementary School Sidewalk Gap Closure Project – Phase 3	\$450,000
San Rafael	Rafael Meadows Pathway Project/South Merrydale Road Civic Center Connector Project	\$450,000
San Rafael	Woodland Ave Safe Routes Project	\$450,000
Sausalito	Safe Pathways to School Coloma Street and Ebbtide Avenue Project	\$450,000
Tiburon	Pedestrian Pathway Improvements for Kleinert Way Corridor	\$450,000
Total		\$5,997,000

WHEREAS, On March 10, 2025, the FPL Executive Committee voted unanimously to support staff's recommendation, as shown in the above tables, allow excess funds from the small project pool be moved to help fund a project in the large project pool, and use additional \$716,000 from FY29/30 Category 2.2 revenue to fully fund all large project applications; now therefore be it

RESOLVED, That the Transportation Authority of Marin hereby allocates Measure AA funds under Categories 2.2 and 33 to projects and amounts as shown in the above table, allow excess funds from the small project pool to fund a large project, and use additional \$716,000 from FY29/30 Category 2.2 to fully fund all large project applications; and be it further

RESOLVED, That the Transportation Authority of Marin finds the allocations of these funds to be in conformance with the priorities and funding levels established in the Measure AA Expenditure Plan and the Measure AA Strategic Plan; and be it further

RESOLVED, That the Transportation Authority of Marin hereby authorizes the actual expenditure (cash reimbursement) of funds for these activities to take place subject to the Fiscal Year Cash Flow Distribution Schedule detailed in the attached Allocation Request Forms; and be it further

RESOLVED, That as a condition of this authorization for expenditure, the Executive Director shall impose such terms and conditions as are necessary for the project sponsors to comply with applicable law and adopted Authority policies and execute Funding Agreements with the respective project sponsors to that effect; and be it further

RESOLVED, That as a condition of this authorization for expenditure, the referenced project sponsors shall provide the Authority with any other information it may request regarding the use of the funds hereby authorized.

PASSED AND ADOPTED at a regular meeting of the Transportation Authority of Marin held on the 27th day of March 2025, by the following vote:

AYES: Blash, Blaustein, Burdo, Carmel, Colbert, Colin, Dowling, Fredericks,
 Lucan, Milberg, Moulton-Peters, Paulson, Rodoni, Sackett

NOES:

ABSENT: Andrews, Mark

ABSTAIN:



Eric Lucan, Chair
Transportation Authority of Marin

ATTEST:



Jennifer Doucette
Clerk of the Board

Exhibit C

Project Closeout Report (sample format) (Due with final reimbursement request)

Final amount spent on this project, including non-Measure AA funds:

Describe any significant scope changes from the project application, if any:

Date that the project was opened for public use:

Was there any ground-breaking and/or ribbon-cutting ceremony? If so, list dates:

Provide copies of any press releases issued:

Provide digital photographs of completed project (email digital photos to dchan@tam.ca.gov)

Measure AA signage, if applicable - Number of signs posted:

Exhibit C

Countywide Transportation Plan (CTP) Questionnaire

Does the project overlap the High Collision Network (CTP 2050 Fig. 11)? ☐ Yes ☐ No
If so, describe safety-related improvements implemented as a part of the project (refer to CTP 2050 or Local Road Safety Plan, or other relevant Local Safety Plan Document)

Is the project located on a Local Bike/Ped Plan network? ☐ Yes ☐ No
If yes, describe how the project implemented local bike/ped improvements.

Is the project located in a CTP Activity Hub (CTP 2050 Fig. 12) ☐ Yes ☐ No

Is the project located on the CTP Active Transportation Network (CTP 2050 Fig. 14) ☐ Yes ☐ No